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Attorney for Defendant Imperial Pacific International (CNMI), LLC

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN MARIANA ISLANDS**

JAMES WHANG, dba SOUTH PACIFIC
LUMBER COMPANY,

Plaintiff,

vs.

IMPERIAL PACIFIC INTERNATIONAL
(CNMI), LLC,

Defendant.

Civil Case No. 1:21-cv-00027

**DEFENDANT'S ANSWER TO
PLAINTIFF'S COMPLAINT AND
DEMAND FOR JURY TRIAL and
AFFIRMATIVE DEFENSES**

COMES NOW Defendant Imperial Pacific International (CNMI), LLC, by and through its counsel Joey P. San Nicolas, Esq., and hereby answers Plaintiff James Whang, dba South Pacific Lumber Company's Complaint and Demand for Jury Trial ("Complaint"), and states as follows:

ANSWER

1. The allegations set forth in paragraphs 1 and 2 of the Complaint are admitted.
2. The allegations set forth in paragraphs 3 and 4 are DENIED.
3. The allegations set forth in paragraphs 5 through 22 are admitted.
4. The allegations set forth in paragraphs 23 through 27 are DENIED.
5. With respect to the allegations set forth in paragraphs 28 through 32, Defendant admits only as to references of "Final Notice," "[I]nvoices", "3 Day Notice", and the contents of the notices, and delivery of the notices. All other allegations contained in paragraphs 28 through 32

1 are DENIED.

2 6. The allegations set forth in paragraphs 33 and 34 are DENIED.

3 7. With respect to the allegations set forth in paragraphs 36 through 38, Defendant admits
4 only as to the language of 2 CMC 40205, and as to the references of "Final Notice," and "3 Day
5 Notice." All other allegations contained in paragraphs 36 through 38 are DENIED.

6 8. The allegations set forth in paragraphs 39 through 46 are DENIED.

7 9. The allegations set forth in paragraphs 48 and 49 are admitted.

8 10. The allegations set forth in paragraph 50 is DENIED.

9 11. The allegations set forth in paragraph 51 is admitted.

10 12. The allegations set forth in paragraphs 52 through 56 are DENIED.

11 13. The allegations set forth in paragraphs 57 and 58 are admitted.

12 14. The allegations set forth in paragraphs 59 through 63 are DENIED.

13 15. With respect to the allegations set forth in paragraphs 65 through 69, Defendant admits
14 only to the statements made therein. All other allegations or implications contained in paragraphs
15 65 through 69 are DENIED.

16 16. The allegations set forth in paragraphs 70 and 71 are DENIED.

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21 **AFFIRMATIVE DEFENSES**

22 1. Plaintiff failed to state a claim upon which relief could be granted.

23 2. Laches

24 3. Estoppel

25 4. Waiver

26 5. Unclean Hands

27 6. Impossibility
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1 7. Impracticability

2 8. Ambiguity

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6 **PRAYER FOR RELIEF**

7 WHEREFORE, Defendant Imperial Pacific International (CNMI), LLC request:

8 1. That Plaintiff's claims be dismissed with prejudice and that Plaintiff take nothing from
9 Defendant Imperial Pacific International (CNMI), LLC thereby;

10 2. Judgment against the Plaintiff for costs of suit and other fees; and

11 3. For such other and further relief as the Court may deem proper and/or equitable.

12 Respectfully submitted this 4th day of September, 2021.

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14 /s/ Joey P. San Nicolas

15 JOEY P. SAN NICOLAS (F0342)

16 Attorney for Defendant Imperial Pacific
17 International (CNMI), LLC
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